

धसाधारण

EXTRAORDINARY

भाग I-खण्ड I

PART I-Section I

प्राधिकार से प्रकाशित

PUBLISHED BY AUTHORITY

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इस भाग में भिन्न पृष्ठ संस्था दी जाती है जिससे कि यह ग्रलग संकलन के रूप में रखा जा सके।

Separate paging is given to this Part in order that it may be filed as a separate compilation.

MINISTRY OF COMMERCE

PUBLIC NOTICE

IMPORT TRADE CONTROL

New Delhi, the 21st August 1967

Subject.—Terms and conditions governing the issuance of licences for private sector imports from Japan under the sixth Yen Credit (Non-project).

No. 84-ITC(PN)/67.—The conditions governing the issuance of import licences for private sector imports under the Sixth Yen Credit (Non-Project) from Japan as given in Appendix to this Public Notice are notified for the information of the trade.

APPENDIX

Conditions for licensing of Private Sector imports under the Sixth Yen Credit (Non Project).

1. The import licence will be issued with an initial validity period of six months.

- 2. Firm orders must be placed on the Japanese suppliers within 3 months of issue of the licence. If necessary, the licence may be presented for revalidation for ordering giving reasons why orders could not be placed within three months. The request will be considered on merits and if accepted, the licence will be revalidated for ordering for a further period of three months. Further revalidation will be considered only if orders have been placed.
- 3. The Contract may be on C & F or C.I.F. basis. It should clearly indicate the value of the goods in YEN currency. The contract has to be approved by the Government of India and Government of Japan for financing under the Sixth Yen Credit. The importers must observe the value limit indicated in Annexure IV and the number of contracts should be kept to the minimum against an import licence. The commission payable to Indian Agents and other charges in India shall be paid by the importers, directly in Indian Rupees.
- 4. The contracts should provide for payment on cash basis i.e., on presentation of shipping documents. No payments can be permitted after the 31st January, 1969.
- 5. The special clauses mentioned in the Annexure I should be incorporated in the contracts.
- 6. Three copies of the contract between the Indian importers and the Japanese supplier should be forwarded to the Ministry of Finance, Department of Economic Affairs, (A.E. I. Section, Room No. 180, North Block), Central Secretariat, New Delhi, who will obtain the approval of the Export Import Bank of Japan, for the contract.
- 7. As soon as the approval of the EXIM Bank to the financing of the contract under the Yen Credit arrangement is received, the importer will be advised to furnish a bank guarantee in the form prescribed as at Annexure II, to the Ministry of Finance, Deptt., of Economic Affairs (A.E.I. Section, Room No. 180, North Block), New Delhi to enable them to permit the opening of Letter of Credit on the designated Japanese Bank.
- 8. If the bank guarantee is found in order, the Indian Bank furnishing the Bank guarantee will be authorised to open a Letter of Credit as in Annexure III. No foreign exchange remittance from India will be permitted under this licence—The Letter of Credit will provide for payments to the suppliers or their bankers, by the specified Japanese Bank against the Sinth Yen Credit.
 - 9. The Bank opening the Letter of Credit will advice of its particulars to: -
 - (i) The Secretary, Ministry of Finance, Deptt., of Economic Affairs (A.E.I. Section, Room No. 180, North Block) New Delhi; and
 - (ii) The Counsellor (Economic), Embassy of India, Tokyo (Japan).
- 10. As and when payments are made against this licence, the importers (or their bankers) will have to deposit the rupee equivalents of Yen amounts paid along with their amounts as indicated below:—
 - (i) Rupee equivalent of the Yen payment to the supplier, or their bank in Japan, by applying the composite rate of conversion of 1 Yen-

Re. 0.0213 (Any change in this rate will be intimated if any when made.).

- (ii) Interest at 6 per cent per annum for the period between the date of payment to the supplier, or bank in Japan and the actual date of deposit of the rupee equivalents for credit to the Government account. (Any change in this rate will be intimated if and when made).
- 11. The amount specified in condition 10 above shall be deposited with the State Bank of India, Delhi, or the Reserve Bank of India, New Delhi, or remitted by means of a demand draft in the name of A.G.C.R., New Delhi and drawn on the State Bank of India, New Delhi, for credit to the Central Government account—"T-Deposits and Advances—Part II Deposits not bearing interest—Civil Deposits—Deposits for purchases abroad under direct payment procedure under foreign loans/credits under the detailed head "Deposits for cost of equipment etc., obtained under the Sixth Yen Credit from Japan." The demand draft mentioned above should be forwarded to the A.G.C.R., New Delhi under intimation to the Senior Accounts Officer, Ministry of Finance, Deptt. of Economic Affairs, Jeevan Deep Building, Parliament Street, New Delhi.
- 12. On completion of the payments against the Letter of Credit and deposit of rupee equivalents against the Bank guarantee, a report giving particulars of payments/deposits will be made to the Senior Accounts Officer, Ministry of Finance, Deptt. of Economic Affairs, Jeevan Deep Building, Parliament Stree, New Delhi, requesting for release of the Bank Guarantee.

ANNEXURE I

Special Clauses to be incorporated in the Private Sector Contracts to be financed under the Sixth Yen Credit (Non-Project)

- (a) This export-import contract is arranged in accordance with the Loan agreement dated the 16th December, 1966, concerning the Sixth Yen Credit (Non Project Aid) to India.
- (b) This export-import contract shall become effective upon the approval of the Government of India and the Government of Japan.
- (c) Payments in Yen under this contract to the exporter will be made under a confirmed irrevocable Letter of Credit opened in the form attached on a Japanese Bank designated for the purpose through the importer's Bank in India.
- (d) The exporter hereby agrees to furnish such information and documents as required under the Yen Credit arrangement by the Government of India and the Japanese participating banks.
- (e) The exporter hereby agrees to furnish a report to the Embassy of India, Tokyo, immediately after shipment of the shipping arrangements along with one copy of the invoice and one copy of the Bill of lading.

ANNEXURE II

Guarantee Bond

To

The President of India,

the payment whereof is in	enforce payment by the Importer of any of the amounts tended to be hereby secured and the
	leased from its liability under this guarantee by any
	at of the liberty with reference to the matters aforesaid g given to the Importer or any other forbearance, act or
	e Government or any indulgence by the Government to
	her matter or thing whatsoever which under the law
	out for this provision, have the effect of so releasing the
	Bank Ltd., from its such liability.
б. We	Bank Ltd., lastly undertake not to revoke,
this guarantee during its ev	urrency except with previous consent of the Government.
in writing. This guarantee	e will be valid upto
	Dated ———— day of——19
	for ———— Bank Ltd.
Accepted for and on behalf	t of
the President of India by	
Shri ————	
(Name & designation)	
Signature	Signature
Note:—The validity	period of this guarantee should be six months beyond
the date of ex	piry of the relevant contract.
Note 2: -The value	of the stamped paper on which this guarantee is to be
executed is to	be adjudicated by the Collector of Stamps.
	Annexure III
(Name of issuing Bank	in India)
Тo	
(Designated Japanese	e Bank)
	(Date)
	s been issued pursuant to Article V of the Loan Agree- 1966 concerning the Sixth Yen Credit (Non-Project Aid)

We request you to advise that we have opened our irrevocable credit No. in their favour for account of for a sum or

to India and in accordance with the Notice of Approval No.

issued by the Export-Import Bank of Japan.

Dear Sirs.

sums not exceeding the total of available by beneficiary's draft(s)
at sight for % invoice value drawn on your (Designated Japanese
Bank), covering shipment from to of
to be accompanied by the following documents:

We hereby undertake that all drafts drawn under and in compliance with the terms of the credit shall be duly honoured on due presentation and delivery of documents to the drawee.

Special Instructions:

1. This Letter of Credit does not become available unless the insurance of letter of Undertaking as provided for in Article V of the Loan Agreement dt. 16th December, 1966, concerning the sixth Yen Credit (Non-Project Aid) is confirmed and certified by you to that effect on the face of your advise of this Credit to the beneficiary.

Shri Gulshan; EAON SHRDLU CMFWYP EATOIN CMFWYP ETAOI

- 2. Simultaneously with payment of draft (s) under this Letter of Credit, reimbursement shall be obtained by you in accordance with Article Vof the said Loan Agreement.
- 3. All banking charges in connection with this Letter of Crdit are to be paid by us.
- 4. The terminal date for making payments under this Letter of Credit will be Yours faithfully.

Note:—The issuing Bank in India should notify the Deptt, of Economic Affairs (AEI Section) of the opening of the Letter of Credit, with a copy of the Leter of Credit opened.

ANNEXURE IV

Statement showing the minimum value for contracting under the Sixth Yen Credit.

- (a) The minimum value of contracts for the following items should be Rs. 7:5 lakhs (Yen 36,000,000).
 - 1. Pesticides, including intermediates and raw materials.
 - 2. Rolls.
- (b) The minimum value of contracts for the undernoted items should be Rs. 1.88 lakhs (Yen 9,000,000).
 - 1. Steel.
 - 2. Graphite and graphite products (except natural graphite).
 - 3. Dyeing and Colouring materials, including Dye Intermediates.

- 4. Chemical elements and compounds-
- 5. Other items as may be mutually agreed.

Note:—The minimum value for contracts of Indo-Japanese ventures for any of the items mentioned above is Rs. 37,600 (Yen 1,800,000).

P. D. KASBEKAR.

Chief Controller of Imports and Exports.

